

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

ASTUTE IMAGING, LLC, a Delaware limited
liability company,

Plaintiff,

v.

SHOULDER INNOVATIONS, INC., a
Delaware corporation; GENESIS
INNOVATION GROUP, LLC, a Delaware
limited liability company; and GENESIS
SOFTWARE INNOVATION, LLC, a Michigan
limited liability company,

Defendants.

Case No. 2:23-cv-1097

COMPLAINT FOR WILLFUL
TRADEMARK INFRINGEMENT,
UNFAIR COMPETITION, AND
UNFAIR BUSINESS PRACTICES

DEMAND FOR JURY

Plaintiff ASTUTE IMAGING LLC, by and through its undersigned attorneys, alleges
as follow:

I. INTRODUCTION

1. This is an action by ASTUTE IMAGING LLC (“**Plaintiff**” or “**ASTUTE**”) to redress violations of the federal Lanham Act for infringement of a federally registered trademark (15 U.S.C. § 1114) and for false designation of origin (15 U.S.C. § 1125(a)), as well as unfair competition, unfair business practices, and related common law claims as a result of willful and unauthorized use by defendants SHOULDER INNOVATIONS, INC.

2. Specifically, ASTUTE is the owner of the PREVIEW mark, which ASTUTE and its predecessors in interest have developed and continuously used over the past three decades to generate substantial goodwill in certain medical-related software. However, from a time unknown to the present, Defendants have used and continue to use an identical or confusingly similar mark as ASTUTE to sell competing goods and services in the same marketplace and industry served by ASTUTE.

II. PARTIES

5. Upon information and belief, Defendant SHOULDER is a corporation organized and existing under the laws of the State of Delaware, with an office and principal place of business at 1535 Steele Avenue SW, Suite B, Grand Rapids, MI 49507.

1 7. Upon information and belief, Defendant GSI is a limited liability company
2 organized and existing under the laws of the State of Michigan, with an office and principal
3 place of business at 2851 Charlevoix Dr., Suite 327, Grand Rapids, MI 49546.

4 8. Upon information and belief, each of the defendants – SHOULDER, GIP and
5 GSI – are interrelated medical device companies, with overlapping leadership and executive
6 teams.
7

8 **III. JURISDICTION AND VENUE**

9 9. This Court has subject matter jurisdiction over Plaintiff's complaint under
10 U.S.C. § 1121 and 28 U.S.C. §§ 1331 & 1338(a), as Plaintiff's Complaint involves claims
11 arising under the Lanham Act, 15 U.S.C. § 1114 and 15 U.S.C. § 1125.

12 10. This Court has subject matter jurisdiction over ASTUTE's claims of unfair
13 competition pursuant to 28 U.S.C. § 1338(b), which confers original jurisdiction in the United
14 States district courts for any civil action asserting an unfair competition claim when joined with
15 a substantial and related claim under the trademark laws. Further, pursuant to 28 U.S.C.
16 § 1367(a), this Court has supplemental jurisdiction over ASTUTE's related claims that arise
17 under state statutory and common law and derive from a common nucleus of operative fact.

18 11. This Court also has subject matter jurisdiction over this matter under 28
19 U.S.C. § 1332(a) because it involves citizens of different states and an amount in controversy
20 that exceeds the sum of \$75,000.00, exclusive of interest and costs.

21 12. This Court has personal jurisdiction over Defendants. ASTUTE is informed
22 and believes and thereupon alleges that (a) Defendants have either purposefully directed their
23 activities toward Washington or purposely availed themselves of the privileges of conducting
24 activities in this forum; (b) ASTUTE's claims arise out of the Defendants' forum-related
25 activities; and (c) the exercise of jurisdiction is reasonable. Defendants also knew or reasonably
26 should have known that the conduct alleged in this Complaint would cause injury to ASTUTE

1 in the State of Washington because of Defendants' willful infringement of ASTUTE's
2 PREVIEW mark as more fully set forth below .

3 13. This Court is the proper venue under 28 U.S.C. § 1391(b) because a
4 substantial part of the events or omissions giving rise to ASTUTE's claims occurred, and
5 continue to occur, in this judicial district. The damage to ASTUTE described herein takes place
6 in this judicial district.

7 IV. FACTS COMMON TO ALL CLAIMS

8 A. About ASTUTE

9 14. ASTUTE is a healthcare IT solutions company, providing software products
10 that integrate data-driven, automated, and image-guided solutions for healthcare institutions
11 and medical practitioners. As part of these products, ASTUTE offers an innovative suite of 3D
12 medical imaging software for surgery planning and assistance (the "**ASTUTE Products and**
13 **Services**").
14

15 15. In furtherance of that business, ASTUTE, or its predecessors in interest, have
16 sold and/or marketed the ASTUTE Products and Services in United States commerce under the
17 PREVIEW mark (hereinafter, the "**PREVIEW Mark**") since at least as early as 1995.
18

19 B. ASTUTE'S Ownership and Continuous Use of the PREVIEW Mark

20 16. ASTUTE owns all rights, title, and interest in and to the PREVIEW Mark.
21 ASTUTE owns U.S. Trademark Registration Number No. 2,203,108 ("Reg. No. '108") for the
22 PREVIEW Mark for the following goods and services:

- 23 • Classification 010 – *i.e.*, "computer hardware and computer software for
24 providing medical imaging and data visualization of patient-specific anatomical
25 structures, including computer models of such patient-specific anatomical
26 structures and image-rendering software for generating views of such computer
models;" and

- Classification 042 – *i.e.*, “medically-related computer services in the nature of preparing computer models of patient-specific anatomical structures for others, and providing information via online services in the field of medical imaging and data visualization of patient-specific anatomical structures.”

See Exhibit A.

17. ASTUTE also owns U.S. Trademark Application Serial No. 97/643,213 for the PREVIEW Mark for the following goods:

- Classification 009 – *i.e.*, “Downloadable computer software for presenting images, 3D rendered models, and medical animations; Downloadable computer software for pre-surgery planning using 3D rendered images and models; Downloadable computer software for the visualization, analysis, and simulation of anatomical structures; Downloadable computer software for gathering data regarding anatomical structures and for the rendering of related 3D computer models.”

See Exhibit B.

18. ASTUTE’s Reg. No. ‘108 for the PREVIEW Mark is in full force and effect and has, in fact, become incontestable under Section 15 of the Lanham Act (15 U.S.C. § 1065) and as a result, constitutes conclusive evidence of the validity of those marks, of the registration of those marks, of Plaintiff’s ownership of those marks and of Plaintiff’s exclusive nationwide right to use the marks on or in connection with the services for which they are registered (15 U.S.C. § 1115).

19. ASTUTE (inclusive of its predecessors in interest) have continuously and without interruption used the PREVIEW Mark in connection with its above-described products and services as introduced in commerce throughout the United States since at least as early as 1995.

20. Over the years, ASTUTE and its predecessor entities have expended significant time, effort, and resources in developing, marketing, promoting, and selling the

1 products and services under the PREVIEW Mark, and in establishing the PREVIEW Mark as
2 indicator of source, origin and quality for ASTUTE's products and services.

3 21. ASTUTE has sold its products and services under its PREVIEW Mark in
4 relevant trade channels, such as websites, social media sites, online professional services
5 platforms, and specialized medical providers networks throughout the United States as well as
6 on its own website, <https://astuteimaging.com/> - and ASTUTE's products have, in aggregate,
7 reached over 2,500 medical practitioners and over 1,000 medical institutions, and have been
8 used in more than 300,000 studies regarding medical imaging.

9 22. Due to the lengthy use of, significant investments in, and broad reach,
10 ASTUTE's goods and services sold under the PREVIEW Mark have gained a reputation for
11 exceptionally high-quality innovative software suite, hardware, services, and applications for
12 3D medical imaging surgical planning and assistance, and, in turn, the relevant purchasing
13 public has rightly come to associate the mark PREVIEW with the products and services offered
14 by ASTUTE in the marketplace. ASTUTE has vigorously protected the reputation and
15 goodwill of its PREVIEW brand, including by maintaining the highest possible standards in its
16 products and services.

17 23. As a result, the PREVIEW Mark has become an asset of substantial value to
18 ASTUTE and a symbol of its high-quality products and services.

19 **C. Defendants' Willful Infringement**

20 24. As a federal trademark registration, Reg. No. '108 provides ASTUTE with the
21 prima facie exclusive right to use the PREVIEW Mark in the United States for the class of
22 goods and services at issue.

1 25. As a federal trademark registration, Reg. No. '108 constitutes prima facie
2 evidence of the validity of the PREVIEW Mark.

3 26. As a federal trademark registration, Reg. No. '108 constitutes prima facie
4 evidence of the ownership of the PREVIEW Mark.

5 27. As a federal trademark registration, Reg. No. '108 provides others with
6 constructive notice of ASTUTE's rights in the PREVIEW Mark as of the filing of the
7 application for registration.

8 28. Notwithstanding the foregoing, Defendants have infringed on ASTUTE's
9 rights by using, in interstate commerce and in connection with competitive products, an
10 identical or similarly confusing mark as the PREVIEW Mark, without authorization or
11 permission from ASTUTE.

12 29. Specifically, Defendants, which are interrelated companies, have adopted the
13 term "Preview" and used the confusingly similar mark PreView TM to identify and market
14 specific medical imaging software to the medical industry market, as evident from GSI's
15 website at <http://genesisssoftwareinnovations.com>. Defendants' website and its materials are
16 all available and accessible to all consumers, including consumers in Washington State.

17 30. Upon information and belief, Defendants target and have targeted consumers,
18 including medical practitioners who utilize imaging software for surgical planning and
19 assistance, from Washington State.

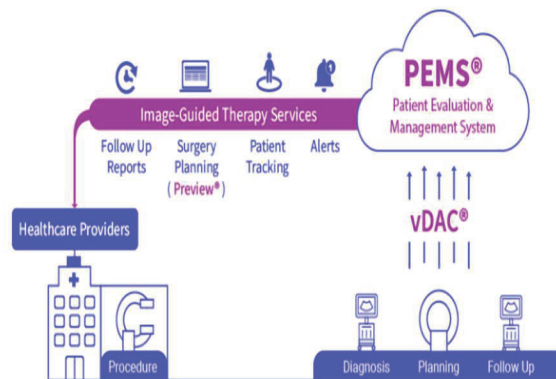
20 31. Upon information and belief, Defendants have sold and continue to sell their
21 competing medical imaging products and services using the same relevant trade channels as
22 ASTUTE, marketing to the same purchasing public as ASTUTE (namely, medical practitioners
23
24
25
26

who utilize imaging software for surgical planning and assistance), without any relevant differentiation.

32. By way of illustration, ASTUTE's use of its PREVIEW Mark is depicted on its website and elsewhere as follows:

Comprehensive Imaging Services

Astute Imaging™ subscription-based imaging services provide physicians with 24/7 access to pre and post-surgery planning and follow-up tools including 3D modeling/reconstruction, measurements, analysis, tracking, and alerts management.



Fivos Health Imaging Business is now Astute Imaging™ – Press Release

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ASTUTE IMAGING

Please fill out the form below to download Preview*

First Name *

John*

Last Name *

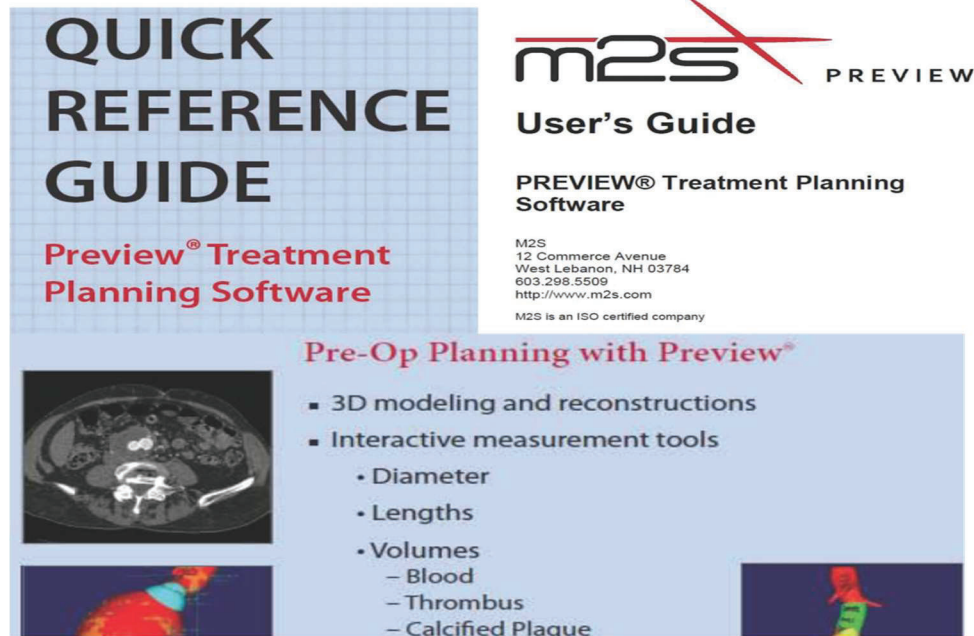
Doe*

Email *

johndoe@company.com*

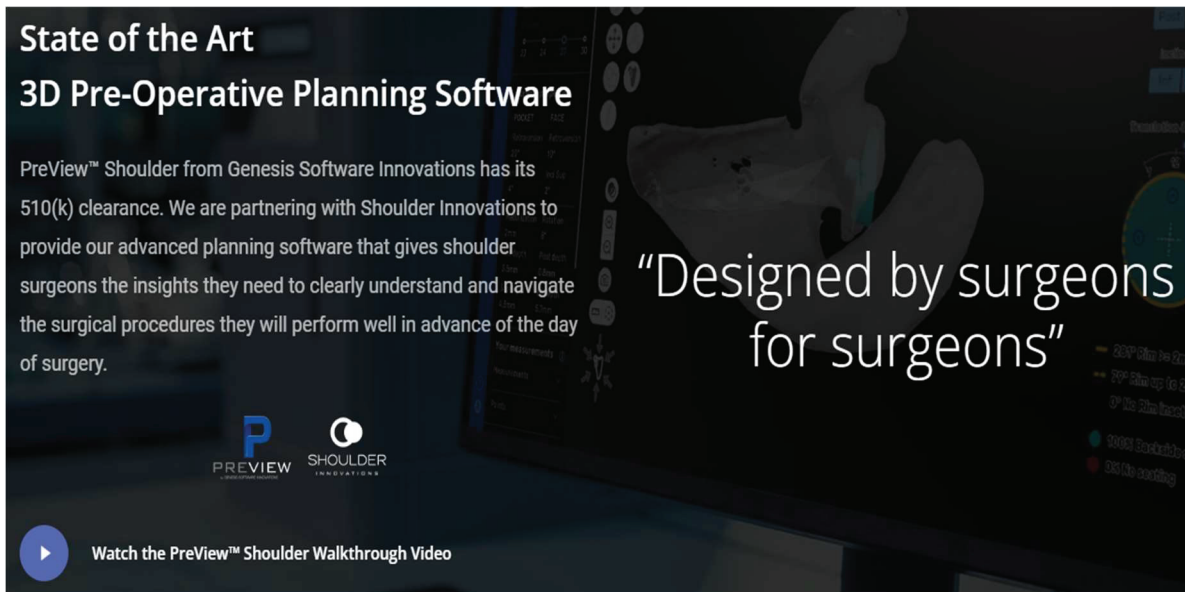
Download Preview*

OUR COMPANY OUR MISSION



33. By comparison, Defendants use the exact term “PREVIEW” to market and promote their competing products and services, including as follows on the GSI website, which is in turn accessible from the SHOULDER and GIP websites:





34. At all relevant times, Defendants' use of the PREVIEW Mark and/or other confusingly similar mark, as described herein, is likely to cause confusion, deception and/or mistake in the marketplace, the relevant industry, and all channels of trade for ASTUTE

1 Products and Services. Among other things, Defendants' actions create the erroneous or
 2 misleading impression to the public that Defendants are the owners of the PREVIEW Mark or
 3 that their goods and services originate with or are authorized by ASTUTE, which they are not.

4 35. Defendants have engaged in their infringing activity despite having actual
 5 knowledge of ASTUTE's rights over the PREVIEW Mark. Indeed, ASTUTE notified
 6 Defendants by letter dated December 9, 2022, about ASTUTE's ownership and use of the
 7 PREVIEW Mark, demanding that Defendants immediately and permanently cease and desist
 8 all uses of the mark in connection with the marketing and sale of their competitive products
 9 and services. Defendants have refused to do so.

10 36. Upon information and belief, Defendants' actions, including their use of an
 11 identical or confusingly similar mark as the PREVIEW Mark, have damaged ASTUTE and,
 12 unless enjoined, will continue to damage ASTUTE and the public. Among other things,
 13 ASTUTE has lost control over and is being deprived of the benefit of its valuable goodwill
 14 based on the confusion and deception caused by Defendants' continuing actions.

15 37. Defendants' unauthorized use of the PREVIEW Mark is also unjustly
 16 increasing the profits of Defendants' business to the detriment of ASTUTE and at no cost to
 17 Defendants.

18 V. CAUSES OF ACTION

19 COUNT ONE

20 Federal Trademark Infringement Under 15 U.S.C. § 1114

21 38. Plaintiff incorporates by reference the allegations as set forth above.

22 39. Defendants' use of the term "Preview" in connection with the sale and
 23 marketing of its products and services in the same marketplace and industry as ASTUTE has
 24
 25
 26

1 caused and is likely to cause confusion and mistake and to deceive others into believing that
2 Defendants' products and services are sponsored by, approved by, or affiliated with ASTUTE.

3 40. Defendants' acts, as alleged herein, constitute infringement of ASTUTE's
4 registered PREVIEW trademark under 15 U.S.C. § 1114(1).

5 41. Upon information and belief, Defendants have advertised and offered their
6 products and services for sale using the identical or a confusingly similar mark as the registered
7 PREVIEW Mark with the intention of misleading, deceiving, or confusing consumers as to the
8 origin of their goods and of trading on ASTUTE's reputation and goodwill.

9 42. Defendants' conduct has been willful within the meaning of the Lanham Act.
10 At a minimum, Defendants have acted with willful blindness to and in reckless disregard of
11 ASTUTE's registered mark.
12

13 43. For the harm caused, ASTUTE is entitled to recover damages, which include
14 any and all profits Defendants have made as a result of their wrongful conduct. 15 U.S.C. §
15 1117(a).
16

17 44. In addition, because Defendants' infringement of ASTUTE's registered mark
18 was willful within the meaning of the Lanham Act, the award of actual damages and profits
19 should be trebled pursuant to 15 U.S.C. § 1117(b).
20

21 45. ASTUTE is also entitled to injunctive relief pursuant to 15 U.S.C. § 1116(a).
22 ASTUTE has no adequate remedy at law for Defendants' wrongful conduct because, among
23 other things, (a) the PREVIEW Mark is unique and valuable property which has no readily
24 determinable market value, (b) Defendants' infringement constitutes harm to ASTUTE such
25 that ASTUTE could not be made whole by any monetary award, (c) if Defendants' wrongful
26 conduct is allowed to continue, the public is likely to become further confused, mistaken, or

1 deceived as to the source, origin or authenticity of the infringing products and services, and/or
2 (d) Defendants' wrongful conduct, and the resulting damage to ASTUTE, is continuing.

3 46. ASTUTE is also entitled to recover its attorneys' fees and costs of suit. 15
4 U.S.C. § 1117.
5

6 **COUNT TWO**

7 **Federal Unfair Competition**
8 **Under 15 U.S.C. § 1125(a)**

9 47. Plaintiff incorporates by reference the allegations as set forth above.

10 48. ASTUTE develops, markets, promotes, and sells its products and services
11 under the PREVIEW Mark, which mark is the means by which ASTUTE's products and
12 services are distinguished from the products and services of others in the same field or related
13 fields.
14

15 49. Because of ASTUTE's (inclusive of its predecessors in interest) long,
16 continuous, and exclusive use of the PREVIEW Mark, the mark has come to mean, and is
17 understood by customers to signify products and services of ASTUTE.

18 50. By using, offering, advertising, marketing, or distributing their products and
19 services under the "Preview" name in the same marketplace and industry as ASTUTE,
20 Defendants' actions have caused or are likely to cause confusion, mistake, or deception as to
21 their source, origin, or authenticity.
22

23 51. Specifically, Defendants' use of an identical or confusingly similar variation
24 of the PREVIEW Mark is likely to cause confusion, or to cause mistake or to deceive as to the
25 affiliation, connection, or association of Defendants with ASTUTE or as to the origin,
26

1 sponsorship, or approval of Defendants' goods and services by ASTUTE in violation of 15
2 U.S.C. § 1125(a)(1)(A).

3 52. Upon information and belief, Defendants have engaged in the actions
4 described herein with the willful purpose of misleading, deceiving, or confusing consumers as
5 to the origin of their goods and of trading on ASTUTE's reputation and goodwill.
6

7 53. Defendants' actions as described herein have damaged and will continue to
8 damage ASTUTE in a manner that cannot be fully measured or compensated in economic terms
9 and for which there is no adequate remedy at law. The actions of Defendants have damaged
10 and, unless enjoined, will continue to damage ASTUTE's market, reputation, and goodwill.
11

12 54. As a direct and proximate cause of Defendants' actions, ASTUTE has been
13 damaged in an amount to be proven at trial.

14 COUNT THREE

15 Common Law Trademark Infringement

16 55. Plaintiff incorporates by reference the allegations as set forth above.

17 56. ASTUTE is the owner of all right and title to the PREVIEW Mark. The
18 PREVIEW Mark is an enforceable common law trademark.
19

20 57. Defendants' use of an identical or confusingly similar variation of the
21 PREVIEW Mark in association with a similar class of products and services in the same
22 marketplace and industry as ASTUTE has caused or is likely to cause confusion, cause mistake,
23 or deceive others into believing that Defendants' products and services are sponsored, approved
24 by, or affiliated with ASTUTE.

25 58. Defendants' acts, as described herein, constitute infringement of ASTUTE's
26 trademark rights in violation of the common law of the State of Washington.

59. Defendants knew of ASTUTE's rights, and Defendants' trademark infringement has been and continues to be intentional, willful, and without regard to ASTUTE's rights.

60. Defendants' actions as described herein have damaged and will continue to damage ASTUTE in a manner that cannot be fully measured or compensated in economic terms and for which there is no adequate remedy at law. The actions of Defendants have damaged and, unless enjoined, will continue to damage ASTUTE's market, reputation, and goodwill.

61. As a direct and proximate cause of Defendants' actions, ASTUTE has been damaged in an amount to be proven at trial.

COUNT FOUR

Violation of the Washington Consumer Protection Act Under RCW Chapter 19.86

62. Plaintiff incorporates by reference the allegations as set forth above.

63. ASTUTE is the owner of all rights and title to the PREVIEW Mark.

64. Defendants' actions, as described herein, constitute unfair or deceptive acts or practices in violation of RCW Chapter 19.86.020.

65. Specifically, Defendants' use of an identical or confusingly similar variation of the PREVIEW Mark in association with a similar class of products and services in the same marketplace and industry as ASTUTE constitutes an unfair method of competition in business and an unfair trade practice in business, as well as fraudulent representations, which is damaging to the public interest in violation of the Washington Consumer Protection Act, RCW Chapter 19.86.020.

66. Defendants' actions, as alleged herein, have damaged ASTUTE's business

1 reputation and goodwill and have a tendency to or actually have caused ASTUTE to lose
2 customers, and have unjustly enriched Defendants.

3 67. Defendants' use and misappropriation of the PREVIEW Mark has been
4 knowing, willful, and deliberate.

5 68. Defendants' actions, as alleged herein, entitle ASTUTE to recover
6 Defendants' profits, actual damages and costs of the action, reasonable attorney's fees, and
7 treble damages pursuant to RCW Chapter 19.86.090.

8 69. ASTUTE has been and will continue to be irreparably harmed and damaged
9 by Defendants' conduct, and ASTUTE lacks an adequate remedy at law to compensate for this
10 harm and damage.

11 70. ASTUTE is informed and believes, and on that basis alleges, that Defendants
12 gained profits by virtue of their infringement of the PREVIEW Mark.

13 71. ASTUTE has sustained damages as a direct and proximate result of
14 Defendants' infringement of the PREVIEW Mark.

15
16
17 **DEMAND FOR JURY TRIAL**

18 Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Astute demands a trial
19 by jury on all issues so triable in this present action.

20
21 **PRAYER FOR RELIEF**

22 Wherefore, Plaintiff prays for relief against Defendants as follows:

23 A. That Defendants, their respective principals, partners, franchisees, licensees,
24 agents, representatives, servants, employees, attorneys, successors and assigns, and all others
25 in active concert or participation with Defendants or in privity with Defendants, be
26 preliminarily and permanently enjoined and restrained as follows:

- 1 i. using the PREVIEW mark or any term, mark, logo, words, phrases, symbols,
2 or source designation of any kind on or in connection with Defendants'
3 products or services that is a copy, reproduction, colorable imitation, or
4 simulation of, or confusingly similar to the PREVIEW mark; and
5
6 ii. using the PREVIEW mark or any term, mark, logo, words, phrases, symbols,
7 or source designation of any kind on or in connection with Defendants'
8 products or services that would create a likelihood of confusion, mistake or
9 deception or public misunderstanding that such products or services are
10 produced or provided by ASTUTE, are sponsored by ASTUTE, or in any way
11 authorized by ASTUTE;

12 B. Judgment that Defendants willfully violated ASTUTE's rights and, consequently, that
13 Defendants be required to pay to ASTUTE damages according to proof, together with
14 prejudgment interest thereon, that ASTUTE has sustained as a consequence of
15 Defendants' wrongful acts, and to account for and return to ASTUTE any monies,
16 profits, and advantages wrongfully gained by Defendants;

17
18 C. That Defendants be ordered to disgorge all profits attributable to its infringement of
19 the PREVIEW Mark, in an amount to be determined at trial, and that such amount be
20 trebled;

21
22 D. That Defendants be required to pay ASTUTE punitive and exemplary damages;

23 E. That ASTUTE recover its reasonable attorneys' fees under 15 U.S.C. § 1117, as this
24 case is exceptional;

25 F. That ASTUTE recover its reasonable attorneys' fees as provided under RCW
26 § 19.86.090;

1 G. That ASTUTE recover three times its actual damages sustained as provided in RCW
2 § 19.86.090; and

3 H. That ASTUTE be granted such other and further relief as this Court shall deem just,
4 lawful, or equitable.

5 DATED: July 20, 2023

7 BAILEY DUQUETTE P.C.

8
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21 *Attorneys for Plaintiff Astute Imaging, LLC*

EXHIBIT A

Generated on: This page was generated by TSDR on 2023-07-20 18:19:08 EDT

Mark: PREVIEW

PREVIEW

US Serial Number: 75061179

Application Filing Date: Feb. 22, 1996

US Registration Number: 2203108

Registration Date: Nov. 10, 1998

Register: Principal

Mark Type: Trademark, Service Mark

TM5 Common Status Descriptor:



LIVE/REGISTRATION/Issued and Active

The trademark application has been registered with the Office.

Status: The registration has been renewed.

Status Date: Mar. 31, 2020

Publication Date: Nov. 18, 1997 **Notice of Allowance Date:** Feb. 10, 1998

Mark Information

Mark Literal Elements: PREVIEW

Standard Character Claim: No

Mark Drawing Type: 1 - TYPESET WORD(S) /LETTER(S) /NUMBER(S)

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis (()) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: computer hardware and computer software for providing medical imaging and data visualization of patient-specific anatomical structures, including computer models of such patient-specific anatomical structures and image-rendering software for generating views of such computer models

International Class(es): 010 - Primary Class

U.S Class(es): 026, 039, 044

Class Status: ACTIVE

Basis: 1(a)

First Use: Sep. 1995

Use in Commerce: Sep. 1995

For: medically-related computer services in the nature of preparing computer models of patient-specific anatomical structures for others, and providing information via on-line services in the field of medical imaging and data visualization of patient-specific anatomical structures

International Class(es): 042 - Primary Class

U.S Class(es): 100, 101

Class Status: ACTIVE

Basis: 1(a)

First Use: Sep. 1995

Use in Commerce: Sep. 1995

Basis Information (Case Level)

Filed Use: No

Currently Use: Yes

Filed ITU: Yes

Currently ITU: No

Filed 44D: No

Currently 44E: No

Filed 44E: No

Currently 66A: No

Filed 66A: No

Currently No Basis: No

Filed No Basis: No

Current Owner(s) Information

Owner Name: ASTUTE IMAGING LLC

Owner Address: 10123NE 60TH STREET
KIRKLAND, WASHINGTON UNITED STATES 98033

Legal Entity Type: LIMITED LIABILITY COMPANY

State or Country Where Organized: DELAWARE

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Syed M. Abedi

Docket Number: 120317.201

Attorney Primary Email Address: USTM.Docketing@SeedIP.com

Attorney Email Authorized: Yes

Correspondent

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Fax: 206.682.6031

Correspondent e-mail: USTM.Docketing@SeedIP.com

Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

Prosecution History

Date	Description	Proceeding Number
Jul. 19, 2023	TEAS CHANGE OF CORRESPONDENCE RECEIVED	
Jul. 19, 2023	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	
Jul. 19, 2023	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	
Jul. 19, 2023	APPLICANT/CORRESPONDENCE CHANGES (NON-RESPONSIVE) ENTERED	
Jul. 19, 2023	TEAS CHANGE OF OWNER ADDRESS RECEIVED	
May 31, 2023	ASSIGNMENT OF OWNERSHIP NOT UPDATED AUTOMATICALLY	
Jun. 14, 2022	APPLICANT/CORRESPONDENCE CHANGES (NON-RESPONSIVE) ENTERED	88888
Jun. 14, 2022	TEAS CHANGE OF CORRESPONDENCE RECEIVED	
Jun. 14, 2022	TEAS WITHDRAWAL OF ATTORNEY RECEIVED-FIRM RETAINS	
Jun. 14, 2022	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	
Jun. 14, 2022	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	
Jun. 14, 2022	TEAS CHANGE OF OWNER ADDRESS RECEIVED	
Apr. 06, 2022	AUTOMATIC UPDATE OF ASSIGNMENT OF OWNERSHIP	
Mar. 31, 2020	NOTICE OF ACCEPTANCE OF SEC. 8 & 9 - E-MAILED	
Mar. 31, 2020	REGISTERED AND RENEWED (SECOND RENEWAL - 10 YRS)	59136
Mar. 31, 2020	REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED	59136
Jun. 26, 2019	AUTOMATIC UPDATE OF ASSIGNMENT OF OWNERSHIP	
Nov. 16, 2018	CASE ASSIGNED TO POST REGISTRATION PARALEGAL	59136
Nov. 09, 2018	TEAS SECTION 8 & 9 RECEIVED	
Nov. 10, 2017	COURTESY REMINDER - SEC. 8 (10-YR)/SEC. 9 E-MAILED	
May 12, 2017	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	

May 12, 2017	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	
Feb. 12, 2009	REGISTERED AND RENEWED (FIRST RENEWAL - 10 YRS)	74886
Feb. 12, 2009	REGISTERED - SEC. 8 (10-YR) ACCEPTED/SEC. 9 GRANTED	
Nov. 24, 2008	ASSIGNED TO PARALEGAL	74886
Nov. 12, 2008	ASSIGNMENT OF OWNERSHIP NOT UPDATED AUTOMATICALLY	
Nov. 07, 2008	TEAS SECTION 8 & 9 RECEIVED	
Mar. 14, 2007	AUTOMATIC UPDATE OF ASSIGNMENT OF OWNERSHIP	
May 31, 2005	REGISTERED - SEC. 8 (6-YR) ACCEPTED & SEC. 15 ACK.	
May 16, 2005	RESPONSE RECEIVED TO POST REG. ACTION - SEC. 8 & 15	
May 16, 2005	PAPER RECEIVED	
May 12, 2005	PAPER RECEIVED	
Nov. 23, 2004	POST REGISTRATION ACTION MAILED - SEC. 8 & 15	
Nov. 09, 2004	REGISTERED - SEC. 8 (6-YR) & SEC. 15 FILED	
Nov. 09, 2004	TEAS SECTION 8 & 15 RECEIVED	
Nov. 10, 1998	REGISTERED-PRINCIPAL REGISTER	
Sep. 11, 1998	ALLOWED PRINCIPAL REGISTER - SOU ACCEPTED	
Sep. 04, 1998	ASSIGNED TO EXAMINER	72146
Aug. 25, 1998	STATEMENT OF USE PROCESSING COMPLETE	
Aug. 25, 1998	SOU EXTENSION 1 GRANTED	
Aug. 10, 1998	USE AMENDMENT FILED	
Aug. 10, 1998	SOU EXTENSION 1 FILED	
Feb. 10, 1998	NOA MAILED - SOU REQUIRED FROM APPLICANT	
Nov. 18, 1997	PUBLISHED FOR OPPOSITION	
Oct. 17, 1997	NOTICE OF PUBLICATION	
Sep. 18, 1997	APPROVED FOR PUB - PRINCIPAL REGISTER	
Sep. 09, 1997	EXAMINER'S AMENDMENT MAILED	
Mar. 07, 1997	FINAL REFUSAL MAILED	
Aug. 01, 1996	NON-FINAL ACTION MAILED	
Jul. 29, 1996	ASSIGNED TO EXAMINER	72146
Jul. 26, 1996	ASSIGNED TO EXAMINER	67443

TM Staff and Location Information

TM Staff Information - None

File Location

Current Location: GENERIC WEB UPDATE

Date in Location: Mar. 31, 2020

Assignment Abstract Of Title Information

Summary

Total Assignments: 7

Registrant: Medical Media Systems, Inc.

Assignment 1 of 7

Conveyance: ASSIGNS THE ENTIRE INTEREST

Reel/Frame: [1767/0538](#)

Pages: 30

Date Recorded: Jul. 28, 1998

Supporting Documents: [assignment-tm-1767-0538.pdf](#)

Assignor

Name: [TOMSIE, TALI A.](#)

Execution Date: Jun. 17, 1998

Legal Entity Type: CHAPTER 7 TRUSTEES OF INTERACT
MEDICAL TECHNOLOGIES CORPORATION

State or Country Where Organized: No Place Where Organized Found

Assignee

Name: [A-VIEW CORPORATION](#)

Legal Entity Type: CORPORATION

State or Country Where Organized: DELAWARE

Address: 79 EAST WILDER ROAD
WEST LEBANON, NEW HAMPSHIRE 03774

Correspondent

Correspondent Name: PANDISCIO & PANDISCIO

Correspondent Address: MARK J. PANDISCIO
470 TOTTEN POND ROAD
WALTHAM, MA 02451

Domestic Representative - Not Found**Assignment 2 of 7**

Conveyance: SECURITY INTEREST

Reel/Frame: [2401/0005](#)

Pages: 3

Date Recorded: Nov. 29, 2001

Supporting Documents: [assignment-tm-2401-0005.pdf](#)

Assignor

Name: [MEDICAL MEDIA SYSTEMS, INC.](#)

Execution Date: Oct. 18, 2001

Legal Entity Type: CORPORATION

State or Country Where Organized: STATELESS

Assignee

Name: [LEDYARD NATIONAL BANK](#)

Legal Entity Type: NATIONAL BANK

State or Country Where Organized: No Place Where Organized Found

Address: COMMERCIAL LENDING 38 SOUTH MAIN STREET
HANOVER, NEW HAMPSHIRE 03755

Correspondent

Correspondent Name: COMMERCIAL LENDING LEDYARD NATIONAL BANK

Correspondent Address: DANIEL C. YATES
38 SOUTH MAIN STREET
HANOVER, NH 03755

Domestic Representative - Not Found**Assignment 3 of 7**

Conveyance: CHANGE OF NAME

Reel/Frame: [3884/0282](#)

Pages: 5

Date Recorded: Nov. 07, 2008

Supporting Documents: [assignment-tm-3884-0282.pdf](#)

Assignor

Name: [MEDICAL METRX SOLUTIONS, INC.](#)

Execution Date: Jul. 26, 2006

Legal Entity Type: CORPORATION

State or Country Where Organized: DELAWARE

Assignee

Name: [M2S, INC.](#)

Legal Entity Type: CORPORATION

State or Country Where Organized: DELAWARE

Address: 12 COMMERCE AVENUE
WEST LEBANON, NEW HAMPSHIRE 03784

Correspondent

Correspondent Name: MARK J. PANDISCIO

Correspondent Address: 470 TOTTEN POND ROAD
WALTHAM, MA 02451

Domestic Representative - Not Found**Assignment 4 of 7**

Conveyance: CHANGE OF NAME

Reel/Frame: [3497/0921](#)

Pages: 2

Date Recorded: Mar. 06, 2007

Supporting Documents: [assignment-tm-3497-0921.pdf](#)

Assignor

Name: [M2S, INC.](#)

Execution Date: Mar. 01, 2007

Legal Entity Type: CORPORATION

State or Country Where Organized: DELAWARE

Assignee

Name: [LEDYARD NATIONAL BANK](#)

Legal Entity Type: NATIONAL BANK

State or Country Where Organized: No Place Where Organized Found

Address: 38 SOUTH MAIN ST.
COMMERCIAL LENDING
HANOVER, NEW HAMPSHIRE 03755

Correspondent

Correspondent Name: MICHAEL SANDOE

Correspondent Address: COMMERCIAL LENDING
LEDYARD NATIONAL BANK
38 SOUTH MAIN ST.
HANOVER, NH 03755

Domestic Representative - Not Found

Assignment 5 of 7

Conveyance: ASSIGNS THE ENTIRE INTEREST

Reel/Frame: [6671/0542](#)

Pages: 3

Date Recorded: Jun. 17, 2019

Supporting Documents: [assignment-tm-6671-0542.pdf](#)

Assignor

Name: [LEDYARD NATIONAL BANK](#)

Execution Date: Jun. 17, 2019

Legal Entity Type: NATIONAL BANK

State or Country Where Organized: UNITED STATES

Assignee

Name: [M2S, INC.](#)

Legal Entity Type: CORPORATION

State or Country Where Organized: DELAWARE

Address: 12 COMMERCE AVE.
WEST LEBANON, NEW HAMPSHIRE 03784

Correspondent

Correspondent Name: HAN SANTOS, PLLC

Correspondent Address: 500 UNION ST., STE 800
SEATTLE, WA 98101

Domestic Representative - Not Found

Assignment 6 of 7

Conveyance: ASSIGNS THE ENTIRE INTEREST

Reel/Frame: [7655/0103](#)

Pages: 8

Date Recorded: Mar. 09, 2022

Supporting Documents: [assignment-tm-7655-0103.pdf](#)

Assignor

Name: [M2S, INC.](#)

Execution Date: Aug. 06, 2021

Legal Entity Type: CORPORATION

State or Country Where Organized: DELAWARE

Where Organized:

Assignee

Name: [ASTUTE IMAGING LLC](#)

Legal Entity Type: LIMITED LIABILITY COMPANY

State or Country: DELAWARE
Where Organized:Address: 10123NE 60TH STREET
KIRKLAND, WASHINGTON 98033

Correspondent

Correspondent Name: HAN SANTOS

Correspondent 5
Address: SEATTLE, WA 98101

Domestic Representative - Not Found

Assignment 7 of 7

Conveyance: CORRECTIVE ASSIGNMENT TO CORRECT THE CORRESPONDENCE DATA PREVIOUSLY RECORDED AT REEL: 007655 FRAME: 0103. ASSIGNOR(S) HEREBY CONFIRMS THE ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL.**Reel/Frame:** [8082/0491](#)**Pages:** 10**Date Recorded:** May 24, 2023**Supporting Documents:** [assignment-tm-8082-0491.pdf](#)

Assignor

Name: [M2S, INC.](#)

Execution Date: Aug. 06, 2021

Legal Entity Type: CORPORATION

State or Country: DELAWARE
Where Organized:

Assignee

Name: [ASTUTE IMAGING LLC](#)

Legal Entity Type: LIMITED LIABILITY COMPANY

State or Country: DELAWARE
Where Organized:Address: 10123 NE 60TH STREET
KIRKLAND, WASHINGTON 98033

Correspondent

Correspondent Name: DOCKETING

Correspondent 500 UNION ST.
Address: SUITE 800
SEATTLE, WA 98101

Domestic Representative - Not Found

EXHIBIT B

Generated on: This page was generated by TSDR on 2023-07-20 18:19:48 EDT

Mark: PREVIEW

PREVIEW

US Serial Number: 97643213

Application Filing Date: Oct. 21, 2022

Filed as TEAS Plus: Yes

Currently TEAS Plus: Yes

Register: Principal

Mark Type: Trademark

TM5 Common Status Descriptor:



LIVE/APPLICATION/Under Examination

The trademark application has been accepted by the Office (has met the minimum filing requirements) and that this application has been assigned to an examiner.

Status: Review prior to publication completed.

Status Date: Jul. 05, 2023

Publication Date: Aug. 08, 2023

Mark Information

Mark Literal Elements: PREVIEW

Standard Character Claim: Yes. The mark consists of standard characters without claim to any particular font style, size, or color.

Mark Drawing Type: 4 - STANDARD CHARACTER MARK

Related Properties Information

Claimed Ownership of US Registrations: 2203108

Goods and Services

Note:

The following symbols indicate that the registrant/owner has amended the goods/services:

- Brackets [...] indicate deleted goods/services;
- Double parenthesis ((...)) identify any goods/services not claimed in a Section 15 affidavit of incontestability; and
- Asterisks *..* identify additional (new) wording in the goods/services.

For: Downloadable computer software for presenting images, 3D rendered models, and medical animations; Downloadable computer software for pre-surgery planning using 3D rendered images and models; Downloadable computer software for the visualization, analysis, and simulation of anatomical structures; Downloadable computer software for gathering data regarding anatomical structures and for the rendering of related 3D computer models

International Class(es): 009 - Primary Class

U.S Class(es): 021, 023, 026, 036, 038

Class Status: ACTIVE

Basis: 1(a)

First Use: Sep. 1995

Use in Commerce: Sep. 1995

Basis Information (Case Level)

Filed Use: Yes

Currently Use: Yes

Filed ITU: No

Currently ITU: No

Filed 44D: No

Currently 44E: No

Filed 44E: No

Currently 66A: No

Filed 66A: No

Currently No Basis: No

Filed No Basis: No

Current Owner(s) Information

Owner Name: Astute Imaging LLC

Owner Address: 218 Main St #790
Kirkland, WASHINGTON UNITED STATES 98033

Legal Entity Type: LIMITED LIABILITY COMPANY

State or Country Where Organized: WASHINGTON

Attorney/Correspondence Information

Attorney of Record

Attorney Name: Syed M. Abedi

Docket Number: 120317.204

Attorney Primary Email Address: USTM.Docketing@SeedIP.com

Attorney Email Authorized: Yes

Correspondent

Correspondent Name/Address: Syed M. Abedi
Seed IP Law Group LLP
701 5th Avenue, Suite 5400
Seattle, WASHINGTON UNITED STATES 98104

Phone: 206.622.4900

Fax: 206.682.6031

Correspondent e-mail: USTM.Docketing@SeedIP.com

Correspondent e-mail Authorized: Yes

Domestic Representative - Not Found

Prosecution History

Date	Description	Proceeding Number
Jul. 20, 2023	TEAS POST PUBLICATION AMENDMENT RECEIVED	1111
Jul. 19, 2023	TEAS CHANGE OF CORRESPONDENCE RECEIVED	
Jul. 19, 2023	ATTORNEY/DOM.REP.REVOKED AND/OR APPOINTED	
Jul. 19, 2023	TEAS REVOKE/APP/CHANGE ADDR OF ATTY/DOM REP RECEIVED	
Jul. 19, 2023	APPLICANT/CORRESPONDENCE CHANGES (NON-RESPONSIVE) ENTERED	
Jul. 19, 2023	TEAS CHANGE OF OWNER ADDRESS RECEIVED	
Jul. 19, 2023	NOTIFICATION OF NOTICE OF PUBLICATION E-MAILED	
Jul. 05, 2023	APPROVED FOR PUB - PRINCIPAL REGISTER	
May 31, 2023	TEAS/EMAIL CORRESPONDENCE ENTERED	96463
May 31, 2023	CORRESPONDENCE RECEIVED IN LAW OFFICE	96463
May 31, 2023	ASSIGNED TO LIE	96463
Feb. 15, 2023	TEAS RESPONSE TO OFFICE ACTION RECEIVED	
Feb. 14, 2023	NOTIFICATION OF NON-FINAL ACTION E-MAILED	
Feb. 14, 2023	NON-FINAL ACTION E-MAILED	
Feb. 14, 2023	NON-FINAL ACTION WRITTEN	93002
Feb. 07, 2023	ASSIGNED TO EXAMINER	93002
Nov. 06, 2022	NEW APPLICATION OFFICE SUPPLIED DATA ENTERED	
Oct. 25, 2022	NEW APPLICATION ENTERED	

TM Staff and Location Information

TM Staff Information

TM Attorney: SIRIGNANO, EMMA MARIE

Law Office Assigned: LAW OFFICE 113

File Location

Current Location: PUBLICATION AND ISSUE SECTION

Date in Location: Jul. 05, 2023

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

ASTUTE IMAGING, LLC

(b) County of Residence of First Listed Plaintiff King County
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

BAILEY DUQUETTE P.C., 500 Union St., Ste. 800,
Seattle, WA 98101, 206-225-2250; SEED IP LAW
GROUP, 701 5th Ave. Ste. 5400, Seattle, WA 98104

DEFENDANTS

SHOULDER INNOVATIONS, INC.; GENESIS INNOVATION
GROUP, LLC; GENESIS SOFTWARE INNOVATIONS, LLCCounty of Residence of First Listed Defendant _____
(IN U.S. PLAINTIFF CASES ONLY)NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF
THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question
(U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☐ 4 Diversity
(Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: [Nature of Suit Code Descriptions.](#)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 INTELLECTUAL PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input checked="" type="checkbox"/> 840 Trademark <input type="checkbox"/> 880 Defend Trade Secrets Act of 2016 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit (15 USC 1681 or 1692) <input type="checkbox"/> 485 Telephone Consumer Protection Act <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from Another District (specify) ☐ 6 Multidistrict Litigation - Transfer ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):
15 U.S.C. § 1114 and 15 U.S.C. § 1125

Brief description of cause:

Infringement of a registered trademark (15 U.S.C. § 1114) and false designation of origin (15 U.S.C. § 1125(a)) of wilful and unauthorized use

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

Jul 20, 2023

SIGNATURE OF ATTORNEY OF RECORD

/s/Syed M. Abedi

FOR OFFICE USE ONLY

RECEIPT # _____ AMOUNT _____ APPLYING IFP _____ JUDGE _____ MAG. JUDGE _____

Signature of Clerk or Deputy Clerk

Civil Action No. 2:23-cv-01097

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Signature of Clerk or Deputy Clerk

Civil Action No. 2:23-cv-01097

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

Western District of Washington

Civil Action No. 2:23-cv-01097

To: *(Defendant's name and address)* GENESIS SOFTWARE INNOVATIONS, LLC
2851 Charlevoix Dr., Suite 327
Grand Rapids, MI 49546

Signature of Clerk or Deputy Clerk

Civil Action No. 2:23-cv-01097

PROOF OF SERVICE*(This section should not be filed with the court unless required by Fed. R. Civ. P. 4 (l))*

This summons for *(name of individual and title, if any)* _____
 was received by me on *(date)* _____ .

☐ I personally served the summons on the individual at *(place)* _____
 _____ on *(date)* _____ ; or

☐ I left the summons at the individual's residence or usual place of abode with *(name)* _____
 _____, a person of suitable age and discretion who resides there,
 on *(date)* _____, and mailed a copy to the individual's last known address; or

☐ I served the summons on *(name of individual)* _____, who is
 designated by law to accept service of process on behalf of *(name of organization)* _____
 _____ on *(date)* _____ ; or

☐ I returned the summons unexecuted because _____ ; or

☐ Other *(specify)*: _____

My fees are \$ _____ for travel and \$ _____ for services, for a total of \$ _____ 0.00 .

I declare under penalty of perjury that this information is true.

Date: _____

Server's signature

Printed name and title

Server's address

Additional information regarding attempted service, etc:

AO 120 (Rev. 08/10)

TO: Mail Stop 8 Director of the U.S. Patent and Trademark Office P.O. Box 1450 Alexandria, VA 22313-1450	REPORT ON THE FILING OR DETERMINATION OF AN ACTION REGARDING A PATENT OR TRADEMARK
---	---

In Compliance with 35 U.S.C. § 290 and/or 15 U.S.C. § 1116 you are hereby advised that a court action has been
filed in the U.S. District Court Western District of Washington, Seattle on the following

☒ Trademarks or ☐ Patents. (☐ the patent action involves 35 U.S.C. § 292.):

DOCKET NO. 2:23-cv-01097	DATE FILED 7/20/2023	U.S. DISTRICT COURT Western District of Washington, Seattle
PLAINTIFF ASTUTE IMAGING, LLC		DEFENDANT SHOULDER INNOVATIONS, INC.; GENESIS INNOVATION GROUP, LLC; GENESIS SOFT
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1 2203108	11/10/1998	ASTUTE IMAGING, LLC
2		
3		
4		
5		

In the above—entitled case, the following patent(s)/ trademark(s) have been included:

DATE INCLUDED	INCLUDED BY <input type="checkbox"/> Amendment <input type="checkbox"/> Answer <input type="checkbox"/> Cross Bill <input type="checkbox"/> Other Pleading	
PATENT OR TRADEMARK NO.	DATE OF PATENT OR TRADEMARK	HOLDER OF PATENT OR TRADEMARK
1		
2		
3		
4		
5		

In the above—entitled case, the following decision has been rendered or judgement issued:

DECISION/JUDGEMENT

CLERK	(BY) DEPUTY CLERK	DATE
-------	-------------------	------

Copy 1—Upon initiation of action, mail this copy to Director Copy 3—Upon termination of action, mail this copy to Director
Copy 2—Upon filing document adding patent(s), mail this copy to Director Copy 4—Case file copy